

**STATEWIDE COMPETITIVE CONTRACT
AWARD**

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING**



NUMBER : 406674
BUYER : ANN CAMPBELL
BUYER PHONE : (225)342-8043
T-NUMBER : 91322
DATE ISSUED : 07/20/06
VENDOR NUMBER : 470592409 00
VENDOR PHONE : (800)443-2463-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1290478
FISCAL YEAR : 07
EFFECTIVE DATE : 07/21/06
EXPIRATION DATE : 07/20/07

HOUCHEN BINDERY LTD
DBA EVERETT'S BINDERY DIV
813 WHITTINGTON ST
BOSSIER CITY, LA 71112

BINDING AND REBINDING BOOKS, PERIODICALS

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

DENISE LEA
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
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1 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

2 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

3 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

4 CONTRACT PERFORMANCE EVALUATION
IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

5 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

6 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

7 DELIVERIES: NOTE SUCCESSFUL VENDOR WILL BE REQUIRED TO COMPLETE EACH ORDER OF REGULAR BINDING WITHIN 28 DAYS FROM PICK-UP. THEY MUST MAINTAIN AN ADEQUATE SUPPLY OF ALL NECESSARY ITEMS TO INSURE PROMPT DELIVERY WHEN BINDING IS DESIRED IMMEDIATELY. FOR EACH DELIVERY THE CONTRACTOR WILL SUBMIT A DELIVERY TICKET SHOWING PURCHASE RELEASE ORDER NUMBER, DELIVERY DATE, QUANTITY, UNIT PRICE, DELIVERY TICKET NUMBER AND CONTRACTOR'S FIRM NAME. A WRITTEN SCHEDULE IS TO BE FURNISHED IN ADVANCE FOR PICK-UP DAYS.

RUSH DELIVERY PERIOD:FOURTEEN CALENDAR DAYS. CONTRACTOR AGREES TO PROVIDE A RUSH SERVICE WHICH CALLS FOR COMPLETION AND SHIPMENT OF MATERIALS SELECTED BY THE AGENCY AND/OR UNIVERSITY WITHIN A PERIOD OF ONE TO TEN PLANT WORKING DAYS. THE IN PLANT PERIOD BEGINS ON THE FIRST WORKING DAY AFTER THE SHIPMENT ARRIVES AT THE CONTRACTOR'S PLANT.

A. FOR RUSH SERVICE, THE CONTRACTOR MAY NOT CHARGE EXTRA FOR RUSH SERVICE.

B. THE AGENCY/UNIVERSITY MUST LIMIT ITS RUSH ORDERS TO ONE BOX OF MATERIAL PER WEEK, UNLESS THE CONTRACTORS AGREES IN WRITING TO MORE THAN ONE BOX.

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C. IF THE AGENCY /UNIVERSITY REQUIRED RUSH SERVICE ON AN ITEM AFTER IT HAS BEEN SENT IN A REGULAR SHIPMENT, THE TEN DAY PERIOD WILL NOT BEGIN UNTIL THE ITEM HAS BEEN FOUND BY THE CONTRACTOR.

INVOICE: WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY /UNIVERSITY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER DELIVERY DATE, PURCHASE ORDER NUMBER , QUANTITY, UNIT PRICE AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN TRIPPLICATE DIRECTLY TO THE AGENCY/UNIVERSITY.

PAYMENT: THE AGENCY/UNIVERSITY WILL PAY THE CONTRACTOR UPON RECIEPT OF PROPERLY EXECUTED INVOICE AFTER GOODS HAVE BEEN RECEIVED, INSPECTED AND ACCEPTED. INVOICES WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF COMPLETE AND SATISFACTORY DELIVERY, OR RECIEPT OF PROPERLY EXECUTED INVOICE, WHICH EVER IS LATER. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FUL COMPENSATION OF FURNISHINGS AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE AGENCY/UNIVERSITY REFUSE TO MAKE PARTIAL PAYMENT TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER.

GOVERNMENT RESTRICTIONS: IN THE EVENT ANY GOVERNMENTAL RESTRICTIONS MAY BE IMPOSED WHICH WOULD NECESSITATE ALTERATIONOF THE MATERIAL, QUALITY, WORKMANSHIP,OR PERFORMANCE OF THE ITEMS OFFERED ON THIS PROPOSAL PRIOR TO THEIR DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO NOTIFY STATE PURCHASING AT ONCE, INDICATING IN HIS LETTER THE SPECIFIC REGULATION WHICH REQUIRED SUCH ALTERATIONS. THE STATE RESERVES THE RIGHT TO ACCEPT ANY SUCH ALTREATIONS, INCLUDING ANY PRICE ADJUSTMENTS OCCASIONED THEREBY, OR TO CANCEL THE CONTRACT.

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 908-10-002632 LIBRARY BOOK BINDING, CUSTOM	518	EACH	\$ 6.30000	
00002	COMMODITY CODE: 908-10-002622 LIBRARY BOOK BINDING, ECONOMY, WITH TYPE II MATERIAL COVER.	1	EACH	\$ 6.30000	
00003	COMMODITY CODE: 908-10-002619 LIBRARY BOOK BINDING, ECONOMY, WITH MYLAR COVER	658	EACH	\$ 6.30000	
00004	COMMODITY CODE: 908-45-002645 STANDARD PERIODICAL BINDING	4842	EACH	\$ 7.35000	
00005	COMMODITY CODE: 908-45-002635 CUSTOM PERIODICAL BINDING	1	EACH	\$ 12.60000	
00006	COMMODITY CODE: 908-55-002653 NEWSPAPER BINDING	13	EACH	\$ 3.70000	
00007	COMMODITY CODE: 908-75-002667 PAMPHLET BINDING, WIRE OR SIDE STITCH WITH FLAT BACK	1	EACH	\$ 6.05000	
00008	COMMODITY CODE: 908-75-002670 THESIS, DISSERTATION, MANUSCRIPT, RE-SEARCH REPORT BINDING.	1000	EACH	\$ 7.35000	
00009	COMMODITY CODE: 908-10-002611 MUSIC BINDING	2	EACH	\$ 7.35000	
00010	COMMODITY CODE: 908-10-002575 EXTRA LINES, LETTERING OVER 7 LINEAR INCHES, ON BOOKS, MAGAZINES AND CONSERVATION BOXES (EXCLUDING CALL NUMBERS)	32	LINE	\$ 1.05000	
00011	COMMODITY CODE: 908-10-002563 CALL NUMBERS	982	LINE	\$.05000	
00012	COMMODITY CODE: 908-10-002591 FRONT STAMPING	11	LINE	\$ 1.60000	
00013	COMMODITY CODE: 908-65-002659 RESTORING AND SPECIAL WORK (ANY CHARGES	25	HOUR	\$ 21.00000	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	OVER ONE HOUR MUST HAVE PRIOR APPROVAL BEFORE PROCEEDING.)				
00014	COMMODITY CODE: 908-10-002594 HAND SEWING	1	EACH	\$ 10.50000	
00015	COMMODITY CODE: 908-10-002583 EXTRA THICKNESS OVER STANDARD 2-1/2"	21	INCH	\$ 1.60000	
00016	COMMODITY CODE: 908-10-002601 MAP POCKETS, PAPER	8	EACH	\$ 2.90000	
00017	COMMODITY CODE: 908-10-002601 MAP POCKETS, CLOTH	1	EACH	\$ 5.25000	
00018	COMMODITY CODE: 908-10-002605 TATTLE TAPE, FURNISHED AND INSTALLED	2304	EACH	\$.30000	
00019	COMMODITY CODE: 525-05-033901 PHASE BOX (LIGNIN FREE BOARD)	1	EACH	\$ 17.85000	
00020	COMMODITY CODE: 525-05-033902 PHASE BOX (GREY/WHITE BOARD)	264	EACH	\$ 17.85000	
00021	COMMODITY CODE: 525-05-033903 PHASE BOX (PER INCH/OVER 12 INCHES)	3	EACH	\$ 1.05000	
00022	COMMODITY CODE: 525-05-033904 DOUBLE TRAY (HINGED) BOOK BOX	1	EACH	\$ 63.00000	
00023	COMMODITY CODE: 525-05-033905 DOUBLE TRAY (HINGED) BOOK BOX, (PER INCH /OVER 12 INCHES IN HEIGHT)	1	EACH	\$ 1.30000	
00024	COMMODITY CODE: 525-05-033905 LEAF ATTACHMENT	1	EACH	\$ 10.50000	
00025	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT DEACIDIFICATION	1	EACH	\$ 57.75000	
00026	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT ENCAPSULATION	1	EACH	\$ 47.25000	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00027	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT LAMINATION	1	EACH	\$ 47.25000	
00028	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT MILDEW REMOVAL	1	EACH	\$ 47.25000	